

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Courthouse in the City of Florence, Alabama, at 5:00 p.m. on the 8th day of April, 2024. The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

Danny Pettus	Chairman
Roger Garner	Commissioner, District 1
Brad Black	Commissioner, District 1
Joe Hackworth	Commissioner, District 2
Fay Parker	Commissioner, District 2

Chairman Danny Pettus, upon declaration of a quorum being present, opened the meeting for the transaction of business.

The invocation and Pledge of Allegiance were delivered by Commissioner, Roger Garner.

Award/Presentations: None

Public Comments on Agenda Items: None

Commissioner Garner moved, seconded by Commissioner Black that all items listed on the regular business agenda be approved for immediate consideration. There being no discussion and upon a vote taken, motion was unanimously approved. Agenda is herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker that the minutes of the last regular meeting of the Commission be approved for recording. There being no discussion and upon vote taken, motion was unanimously approved.

Commissioner Black moved, seconded by Commissioner Parker to approve signing an agreement with Flock Group Inc., and paying an annual fee of ten thousand dollars from the General Fund for three years. Upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Hackworth to agree to have an exemption of County sales taxes on purchases made for back-to-school supplies beginning at 12:01 a.m. on July 19th, 2024, and ending at midnight on July 21st, 2024. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Black to approve making a contribution of five thousand dollars from the Tourism Fund for the 2024 Alabama High School Athletic Association North Regional Softball Tournament being held at the Florence Parks and Recreation May 6th through May 9th, 2024. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Parker to approve contributing four thousand dollars from the Tourism Fund to the town of Anderson to be used for their 2024 Anderson Founders Day. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Black to sell an inflatable boat and trailer to the City of Florence for one dollar. The County had acquired the boat and trailer through a Homeland Security Grant. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Parker to sign a Memorandum of Understanding with the Alabama Department of Public Health concerning improvements that the Public Health Department will be making to their facility they lease from the Lauderdale County Commission. There being no discussion, and upon a vote taken, motion is herein recorded and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Garner to request an extension for an AIDT grant, expiring September 30, 2024. This grant was submitted to be used in funding the Workforce Development Center. The County Commission would like the new expiration date for the grant be changed to December 31, 2025. There being no discussion, and upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Garner to request an extension for Capital Commitment date for an equal match grant from SIDC that will be used for the Workforce Development Center. The current date is set to expire on October 1, 2024. The new extension date being requested is for June 30, 2026. There being no discussion, and upon a vote taken, motion was unanimously approved, and herein recorded and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Garner to approve signing an agreement for construction engineering services with Goodwyn Mills Cawood, L.L.C. This is for intersection improvements on Middle Road. A detailed copy of this agreement will be attached to the meeting minutes. There being no discussion, and upon a vote taken, motion was unanimously approved, and herein recorded and made a part of these minutes.

Commission Black moved, seconded by Commissioner Garner to approve adopting a newly updated fiscal year 2024 Rebuild Alabama County Transportation Plan and Map presented by the Lauderdale County Road Department. There being no discussion, and upon a vote taken, motion was unanimously approved, and herein recorded and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Hackworth to approve Family Medical Leave for an employee in the Lauderdale County Road Department with all of the medical paperwork in order. There being no discussion, and upon a vote taken, motion was unanimously approved, and herein recorded and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Garner to approve a request for unpaid time off for an employee in the Lauderdale County Emergency Management Agency. There being no discussion, and upon a vote taken, motion was unanimously approved, and herein recorded and made a part of these minutes.

Bid LA 2024-1 "Various Print Jobs" were opened on Friday, April 5th, 2024. Chairman Danny Pettus referred to County Administrator, Brenda Bryant for her recommendation. Brenda Bryant recommended Printer and Stationers for the Sheriff Departments out of county receipt books. Commissioner Parker moved, seconded by Commissioner Black to approve the bid recommendations. There being no discussion, and upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

All invoiced bills were audited and ordered to be paid by a motion made by Commissioner Hackworth seconded by Commissioner Black. Commissioner Parker addressed Lauderdale County Administrator, Brenda Bryant concerning Lauderdale County Detention Center medical bills that were listed. Brenda Bryant told the Commission that the bills were larger than noted, but North Alabama Medical Center gave a price break on the original bills. Upon a vote take, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

LAUDERDALE COUNTY CHECKS ISSUED :

March 25, 2024 - April 7, 2024

1	General-Special	61544-61630	876,274.67
2	Agri-Business Fund	4093-4094	4,047.15
3	Pistol Permit Revenue Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	N/A	0.00
5	LEPA Fund	9149-9155	4,534.65
6	Gasoline Tax Fund	18903-18914	283,936.76
7	Public Bldg., R & B Special	N/A	0.00
8	Public Highway & Traffic Fund	N/A	0.00
9	Al. Trust Capital Improvement Fund	N/A	0.00
10	RRR Gasoline Tax Fund	753	75,981.50
11	Reappraisal Fund	12752-12760	27,227.01
12	Reappraisal Money Market	N/A	0.00
13	Tourism, Rec. & Convention Fund	627-628	1,149.00
14	RSVP Fund	18298-18305	2,074.64
15	Child Protection Fund	1287	1,660.78
16	Rebuild Alabama Gas Tax Fund	N/A	0.00
17	Rebuild Alabama Diesel Tax Fund	N/A	0.00
18	Federal Aid Exchange Fund	N/A	0.00
19	Workforce Development Center Fund	1082-1083	53,896.88
20	Special Grants Fund	N/A	0.00
21	ARPA Revenue Reduction Fund	1024-1025	372,268.85
22	Coronavirus Rescue Act Fund	N/A	0.00
23	CDBG Fund	N/A	0.00
24	Solid Waste Fund	9454-9466	237,788.83
25	Account Payable Fund	48368-48435	417,355.66
26	Fire Protection Fee Fund	N/A	0.00
27	Industrial Development Tax Fund	N/A	0.00
28	Tobacco Tax Fund	3197-3198	6,660.00
29	TVA Tax Fund	N/A	0.00
TOTAL			\$ 2,364,856.38

During the public comment period, Rodrick Metcalf, IBEW Union Local 558, asked about the bill they had heard about that would change utility department to being run by a board instead of the City of Florence.

Chairman Pettus said it shouldn't affect the union workers benefits.

Commissioner Parker and Commissioner Hackworth said they appreciate all of the union workers.

Harold James Bolen said he had been hearing rumors about this new board, and he wanted to know if the board would be a combined county/city board. He also wanted to know if the board would discuss working agreements with them. Mr. Bolen also wanted to know if the structure of the utility department would stay the same, as well as the retirement benefits.

All of the Commissioners said the benefits should continue to be the same, and all decisions would be made by the board in a combined effort to give each, the city and county input.

Commissioner Garner said the board would be made up of two county members and two city members with one member rotating between being county and city. He didn't think the structure should change much, but that this option would give the county a voice in the utility department. Commissioner Garner also said for this bill to pass, it would need to be voted on the November ballot.

There being no further business to come before the Commission and upon a motion made by Commissioner Parker and seconded by Commissioner Garner, the meeting was duly adjourned.

LAUDERDALE COUNTY COMMISSION

Absent

Danny Pettus, Chairman

William Garner

Roger Garner, Commissioner

Brad Black

Brad Black, Commissioner

Fay Parker

Fay Parker, Commissioner

Joe Hackworth

Joe Hackworth, Commissioner

ATTEST:

Brenda Bryant

Brenda Bryant, County Administrator

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
April 8, 2024

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Garner
4. AWARDS AND PRESENTATIONS
5. (a)PUBLIC COMMENTS ON AGENDA ITEMS

Per Rules of Procedure there is a three-minute time limit

REGULAR BUSINESS

1. Review and Motion to Consider Agenda Items
2. Approve minutes of last meeting
3. Resolution—Flock Agreement
4. Resolution—Back to School Sales Tax Holiday
5. Resolution—Softball Tournament
6. Resolution—Anderson Founders Day
7. Resolution—Boat and Trailer
8. Resolution—Health Department MOU
9. Resolution—AIDT Grant Extension
10. Resolution—SIDC Grant Extension
11. Resolution—Construction Agreement
12. Resolution—2024 Rebuild Alabama
13. FMLA
14. Unpaid Time Off Approval
15. Print Bid LA 2024-1 “Various Print Bids”
16. Audit and Approve Invoiced Bills

B. SCHEDULED PUBLIC HEARINGS – none

C. STAFF REPORTS

D. PUBLIC COMMENT PERIOD - Per Rules of Procedure, three-minute time limit

E. ADJOURN

STATE OF ALABAMA §

LAUDERDALE COUNTY §

WHEREAS, the Lauderdale County Commission will enter into an agreement with Flock Group, Inc. of Atlanta, Georgia, as they provide software and hardware for automatic license plate detection through Flock's technology platform; and

WHEREAS, the agreement states there will be a recurring annual fee of ten thousand dollars paid from the General fund for the term of three years; and

WHEREAS, the agreement outlines the responsibilities of all parties and is included with this resolution.

BE IT RESOLVED by the Lauderdale County Commission to enter into an agreement with Flock Group, Inc., and any budget amendments needed will be approved.

Done this the 8th day of April 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



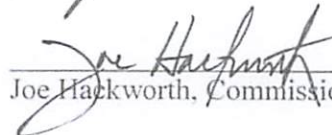
Roger Garner, Commissioner



Brad Black, Commissioner

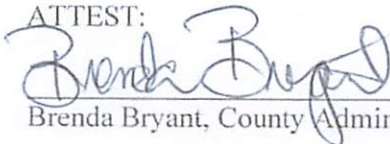


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator



EXHIBIT A
ORDER FORM

Customer: AL - Lauderdale County Sheriff's
Office/Lauderdale County Commission
Legal Entity Name: AL - Lauderdale County Sheriff's
Office/Lauderdale County Commission
Accounts Payable Email: jdistefano@lauderdalecountyal.gov
Address: 200 S Court St Florence, Alabama 35630

Initial Term: 36 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$10,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$10,000.00
Annual Recurring Subtotal:	\$10,000.00
Discounts:	\$6,000.00
Estimated Tax:	\$0.00
Contract Total:	\$30,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$6,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 18 day of September 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “*Anonymized Data*” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “*Authorized End User(s)*” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “*Customer Data*” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “*Customer Hardware*” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “*Embedded Software*” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “*Flock Hardware*” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “*Flock IP*” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “*Flock Network End User(s)*” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “*Flock Services*” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “*Footage*” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “*Hotlist(s)*” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “*Installation Services*” means the services provided by Flock for installation of Flock Services.

1.13 “*Retention Period*” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “*Vehicle Fingerprint™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “*Web Interface*” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "*Customer Obligations*").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("*Deployment Plan*"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("*Customer Obligations*"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

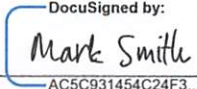
(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

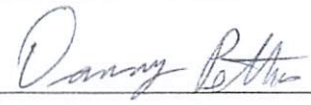
(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: AL - Lauderdale County Sheriff's Office/Lauderdale County Commission

By: 
Name: Mark Smith
Title: General Counsel
Date: 2/29/2024

By: 
Name: Danny Pettus
Title: Chairman
Date: 2/26/24
PO Number: _____

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, during its 2017 Regular Session, the Alabama Legislature enacted Act No. 2017-120, effective March 30th, 2017, which provides an exemption of the state sales and use tax for certain non-commercial purchases related to school clothing and supplies during the third full weekend in July of each year; and

WHEREAS, Act No. 2017-120 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least thirty days prior to 12:01 a.m. on the third Friday in July; and

WHEREAS, the Lauderdale County Commission has affirmatively voted to grant the exemption of county sales and use taxes on purchases covered by Act No. 2017-120 during the third weekend of July, beginning at 12:01 a.m. on the third Friday of each July and ending at twelve midnight on the third Sunday of each July, beginning with the third full weekend of July in 2024 and continuing each subsequent year thereafter during the third full week of July until and unless annual participation in the exemption is rescinded by further action of the County Commission; and

WHEREAS, the Code of Alabama 1975, §11-51-210(e) requires that the County Commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

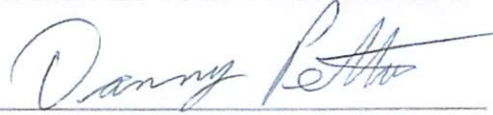
WHEREAS, the exemption of certain county sales and use taxes for the third full weekend of July is herein adopted by the County Commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975 §11-51-210(e);

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that it does hereby provide for an exemption of county sales and use taxes on purchases covered by Act No. 2017-120 beginning at 12:01 a.m. on the third Friday in July and ending at twelve midnight on the third Sunday in July, beginning in July 2024 and continuing each year thereafter until and unless annual participation is rescinded by further action of the County Commission.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the April 8th, 2024 meeting of the Lauderdale County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, §11-51-210(e).

Done this the 8th day of April, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



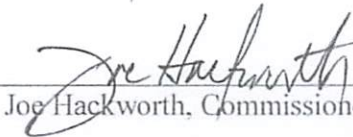
Brad Black, Commissioner



Roger Garner, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

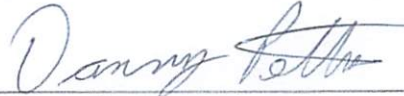
WHEREAS, the travel and tourism industry in Lauderdale County is vital to our economic stability and growth, contributing to employment, economic prosperity, international trade and relations, peace, understanding, and goodwill; and

WHEREAS, Florence Parks and Recreation is hosting the 2024 Alabama High School Athletic Association North Regional Softball Tournament on May 6th through May 9th, and is requesting a contribution from the Lauderdale County Commission; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission hereby sponsors the 2024 Alabama High School Athletic Association North Regional Softball Tournament in the amount of five thousand dollars to the City of Florence from the Tourism Fund, and any budget amendment needed is hereby authorized and approved.

Done this the 8th day of April, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

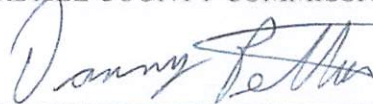
WHEREAS, the travel and tourism industry in Lauderdale County is vital to our economic stability and growth, contributing to employment, economic prosperity, international trade and relations, peace understanding and goodwill; and

WHEREAS, the Town of Anderson has requested four thousand dollars for the 2024 Annual Founders Day event on May 11th. This would help the Town of Anderson pay for festivity expenses; and

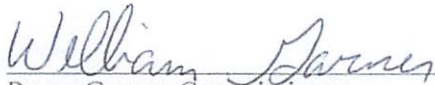
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission hereby sponsors the Anderson Annual Founders Day 2024 in the amount of four thousand dollars from the Tourism Fund, and any budget amendment needed is hereby authorized and approved.

Done this the 8th day of April, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission agrees to sell the City of Florence the following items for one dollar:

2024 ONE Boat, Model OB-430-R 14-foot, Inflatable Rubber (Kevlon) Boat, Vehicle ID Number OBC43R37H324
2024 Ventur Boat Trailer, Serial Number 47GAB1614RB000005; and

WHEREAS, the Lauderdale County Commission originally acquired said boat and trailer through a Homeland Security grant; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission authorizes the sale of the above-mentioned boat and trailer to the City of Florence for one dollar.

Done this the 8th day of April, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission leases a facility to the Alabama Department of Public Health located at 4112 Chisholm Road in Florence, Alabama; and

WHEREAS, the Alabama Department of Public Health wishes to make certain improvements to the facility as detailed in the attached Memorandum of Understanding.

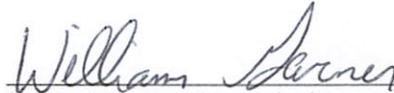
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Memorandum of Understanding with the Alabama Department of Public Health.

Done this 8th day of April, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



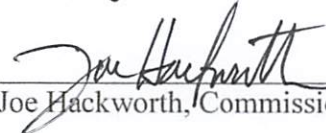
Roger Garner, Commissioner



Brad Black, Commissioner

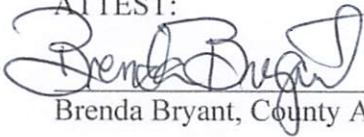


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

**MEMORANDUM OF UNDERSTANDING
AMONG
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH,
THE ALABAMA PUBLIC HEALTH CARE AUTHORITY,
AND
THE LAUDERDALE COUNTY COMMISSION
FOR IMPROVEMENTS TO THE
LAUDERDALE COUNTY PUBLIC HEALTH FACILITY**

This Memorandum of Understanding (MOU) entered into by and among the **Alabama Department of Public Health**, hereinafter "**Department**," the **Alabama Public Health Care Authority**, hereinafter "**APHCA**", and the Lauderdale County Commission, Lauderdale, Alabama, hereinafter the "**County**," is effective January 1, 2024, and terminates June 30, 2026.

WHEREAS, the public health facility located at 4112 Chisholm Road, Florence, Alabama, in Lauderdale County (the "Premises"), is owned by the County and occupied by the Department, with the County and the Department having historically operated as lessor and lessee pursuant to the parties' Lease Agreement, for the Department's continued use of the Premises; and

WHEREAS, it is the understanding of the County and the Department that the Premises includes all improvements to the public health facility and related parking facilities, and all furnishings, fixtures, and equipment installed therein, and no alterations, additions or improvements to the Premises are to be made by the Department without first obtaining the express written consent of the County; and

WHEREAS, APHCA is a public corporation duly incorporated and authorized by resolution of the County Commission of Monroe County, Alabama, on November 21, 1995, under the provisions of The Health Care Authorities Act of 1982 codified at Alabama Code Sections 22-21-310 through 22-21-359, which authorizes APHCA to acquire, construct, install, equip, renovate and/or refurbish public health care facilities in order to promote public health throughout the State of Alabama; and

WHEREAS, the Department contributed funds to APHCA to allow APHCA to make certain repairs and maintenance in county-owned public health facilities, including, but not limited to, the Premises;

NOW, THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:
The County and the Department are mutually desirous of APHCA making the following improvements at the Premises:

1. Pressure wash all sidewalks.

2. Replace exterior lights.
3. Replace/repair electrical disconnect feeding 30-gallon water heater and ceiling tile above.
4. Paint exhaust fans on roof.
5. Patch and paint interior walls.
6. Remove carpet and replace with Luxury Vinyl Tile.
7. Add a landscape material to beds.
8. Add casework to clerical areas.
9. Additional swipe doors.
10. Investigate and repair drainage at employee exit.
11. Make minor changes to these improvements as required

The estimated cost for such improvements is \$86,886.00, to be paid by APHCA using the funds contributed to APHCA by the Department. Should the cost of materials, labor or other related costs for the proposed improvements increase above the estimated cost due to factors beyond APHCA's control, the County and the Department agree and understand that the proposed improvements may be subject to reduction or modification. Additional improvements to those listed hereinabove may be undertaken by APHCA pursuant to a written amendment to this MOU, subject to the County's approval.

The parties agree to the use of the services of The Robins & Morton Group as the Program Management Contractor for the facility improvements. APHCA shall provide, at its own cost and expense, any and all appurtenances, devices, or accessories required for said Program Management Services.

The Department and the County agree and understand that the above-described facility improvements remain with the Premises as fixtures and are not subject to removal by the Department upon termination of the Lease Agreement or this MOU. The Department agrees further to pay any increased costs for casualty insurance, utilities, and taxes resulting from the facility improvements for which it may be responsible, in accordance with the terms and conditions of the Lease Agreement.

This MOU will be incorporated as an addendum to the Lease Agreement. All other provisions of the Lease Agreement shall remain in full force and effect.

This MOU may be canceled at any time by either party providing a thirty (30) day written notice to the other party.

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Lauderdale County Commission
Lauderdale County, Alabama

Signed: 
Chairman, Lauderdale County
Commission

Date: 4-8-24

Address:
P.O. Box 1059
Florence, AL 35631

Telephone: 256-760-5747
Fax:

Type or print your email address:

Social Security or FEIN: (SS# or FEIN#)


Alabama Department of Public Health
This MOU has been reviewed as to content

Signed: 
Northern District Administrator

Date: 4-16-2024

APPROVED:

Alabama Department of Public Health

Signed: 
Scott Harris, M.D., M.P.H.
State Health Officer

Date: 4/24/2024

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE
RULES AND REGULATIONS
DEPT. OF PUBLIC HEALTH

APR 23 2024



OFFICE OF GENERAL COUNSEL

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission is requesting an extension for the Alabama Industrial Development Training funding grant that will expire on September 30, 2024.

WHEREAS, at this time, due to unforeseen circumstances, the fifteen million dollar grant hasn't been used, and the Lauderdale County Commission would like to request the deadline be extended to December 31, 2025, and could need an additional extension request depending on any other unplanned circumstances; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves requesting this grant deadline is extended to December 31, 2025.

Done this the 8th day of April, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



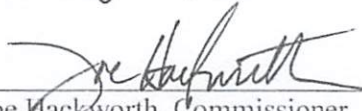
Roger Garner, Commissioner



Brad Black, Commissioner

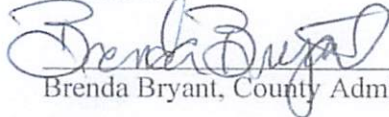


Fay Parker, Commissioner



Joe Mackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission is requesting an extension for the Shoals Industrial Development Committee equal match grant that originally had a Capital Commitment Date of October 1, 2024 in the amount of twenty-nine million dollars. It appears the Capital Commitment Date needs to be extended to June 30, 2026; and

WHEREAS, the original grant amount was for five million dollars, and the Lauderdale County Commission would like to request the deadline be extended to June 30, 2026, and may need an additional extension due to unforeseen circumstances; and


NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves requesting this grant deadline is extended to June 30, 2026.

Done this the 8th day of April, 2024.

LAUDERDALE COUNTY COMMISSION



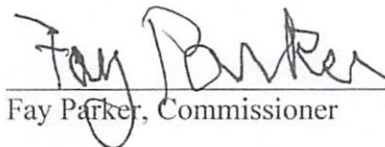
Danny Pettus, Chairman



Roger Garner, Commissioner

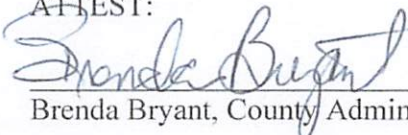


Brad Black, Commissioner

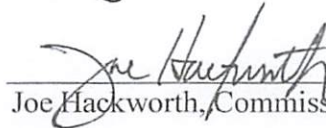


Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission is entering into an agreement for construction engineering services with Goodwyn Mills Cawood, LLC for Project No. ATRP2-39-2-22-039; Intersection Improvements at Middle Road; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission hereby approves signing this agreement, and any budget amendment needed is hereby authorized. A detailed copy of this agreement will be attached to the resolution with the meeting minutes.

Done this the 8th day of April, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

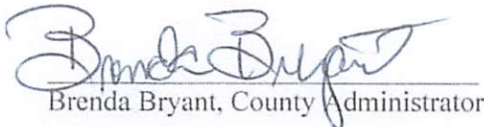


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES

STATE OF ALABAMA
COUNTY OF LAUDERDALE

THIS AGREEMENT is made and entered into this the 8th day of April, 2024 and between the Lauderdale County, Alabama, (hereinafter called the OWNER), and Goodwyn Mills Cawood, LLC (hereinafter called the ENGINEER).

WITNESSETH:

WHEREAS, the OWNER has entered into an Agreement with the State of Alabama acting through the Alabama Department of Transportation (ALDOT), AND WHEREAS, the PROJECT provides ALDOT Project No. ATRP2-39-2022-039; Intersection Improvements (Adding Turn Lanes and Traffic Signal Upgrades) at Middle Road (CR-61)/ SR-2 (US 43) Grade, Drain, Base and Pave; Lauderdale County, Alabama AND WHEREAS, DOT grant eligible activities include construction engineering activities and it has been agreed between the parties that the OWNER retain Goodwyn Mills Cawood, LLC in the capacity of ENGINEER to provide such services.

ARTICLE I: DESCRIPTION AND SCOPE OF WORK:

The ENGINEER will provide the following services to the OWNER:

A. Construction Engineering

After approval by the State of the plans, contract documents, and authorization to award to the lowest responsible bidder, the ENGINEER will perform the following services to assure the performance and completion of the work in accordance with the approved contract plans and specifications.

1. Make visits to the site at required intervals appropriate to the various stages of construction to inspect, as an experienced and qualified design professional, the progress and quality of the executed work of Contractor(s) and to determine, in general, if such work is proceeding in accordance with the Contract Documents. ENGINEER shall make comprehensive or continuous review or inspections to check quality and quantity of work. ENGINEER shall not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will be free from defects and will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Documents. During such visits, and on the basis of on-site observations, ENGINEER shall keep OWNER

informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work, and may disapprove or reject work failing to conform to the Contract Documents.

2. Perform all materials testing on the project including, but not limited to, subgrade density testing, concrete sampling and testing and asphalt testing. ENGINEER shall provide a technician to perform in place sampling of materials (soils / concrete / asphalt) as necessary and perform the required testing / analysis on the samples. All materials testing shall comply with the ALDOT Testing Manual and will be performed by certified technicians.
3. Review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, and the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
4. Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the contract Documents and, in connection therewith, prepare change orders as required, having authority, as Owner's Representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder; and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
5. Based on Engineer's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payments will constitute a representation to Owner, based on such observations and review, that the work has progressed to the point indicated, that, to the best of Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the contract Documents, and to any qualifications stated in its recommendation), and that payment of the amount recommended is due Contractor(s).
6. Conduct a final inspection to determine if the Project is substantially complete and to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that Engineer may recommend, in writing, final payment to each Contractor and may give written

notice to Owner and the contractor(s) that the work is acceptable (subject to any conditions therein expressed).

7. Engineer shall not be responsible for the acts and omissions of any Contractor or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. Engineer shall not be responsible for the adequacy of the contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.

ARTICLE II: OBLIGATION OF THE OWNER TO ENGINEER:

In connection with this work, the OWNER will: (1) As far as possible, cooperate with the ENGINEER in making necessary arrangements with public officials and with such individuals as the ENGINEER may need to contact for advice, counsel, and information; (2) furnish all available as-built drawings; (3) furnish any roadway, bridge, and utility drawings that may be available from the Alabama Department of Transportation.

ARTICLE III: TIME OF BEGINNING AND COMPLETION:

After approval of this agreement by the DOT, the OWNER will notify the ENGINEER to proceed with the professional services. The term of this contract is for sixty (60) working days. Should this time be extended the ENGINEER will be entitled to additional compensation at the fee schedule outlined herein. In the event the OWNER with the approval of the state, deem it advisable or necessary in the execution of the work to make substantial alterations which will increase or decrease the scope of work outlined in this agreement, the time limit specified herein may be adjusted in accordance with Article VII, of this Agreement.

ARTICLE IV: PAYMENTS:

For services provided for, when performed by the ENGINEER in accordance with this agreement, and as full and complete compensation therefor, including all necessary expenditures made and incurred by the ENGINEER in connection with this agreement, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this agreement, the OWNER will pay the ENGINEER the actual cost plus a fixed fee for profit as provided for in Code of Federal Regulations 23 CFR 172.

The ENGINEER will keep separate records of Engineering cost on each phase of work, including hours worked by each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made on the basis of acceptable accounting records of the ENGINEER which are subject to acceptance by the State and which records will be kept in compliance with part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information generally acceptable accounting practices and will be made available, if requested, for inspection by representatives of the OWNER, state and Federal Highway Administration, and copies thereof shall be furnished by the ENGINEER if requested. All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three years after final reimbursement payment to the OWNER by the State for the project work. The actual cost for each phase of work accomplished will

include: (1) All costs related to salaries of employees for time directly chargeable to the particular phase of the project work; the salaries of principals for time they are productively engaged in work on a particular phase necessary to fulfill the terms of the contract; (2) Salary additives, the ENGINEER's expenses and overhead to the extent they are properly allocable to the particular phase of work of the project; and (3) Transportation cost, computed at the rate shown hereafter, and subsistence, computed on basis of necessary actual out-of-pocket expenses when working away from the home office on the particular phase of work.

Extra work will not be performed until and unless written authority is received from the OWNER indicating approval of the extra work and of the new maximum amount and the OWNER will not issue such written authority until and unless the OWNER is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this agreement, provided however, additional time for completion of work may be given in accordance with Article VII, hereof.

The acceptance by the ENGINEER of the final payment will constitute and operate as a releases to the OWNER of all claims and liability to the ENGINEER, it representatives and assigns for any and all things done, furnished or relating to the services rendered by the ENGINEER under or in connection with this agreement or any part thereof, provided that no unpaid invoices exist because of extra work required at the written request of the OWNER.

The ENGINEER will perform the necessary engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the ENGINEER, the maximum payment for Construction Engineering that will be reimbursable to the OWNER by ALDOT will not exceed \$72,596.51. Any project costs above this amount will be the responsibility of the OWNER. The ENGINEER will receive written authorization from the OWNER before exceeding this amount.

The hourly rates shown below are based on the accounting records of the ENGINEER and the ENGINEER certifies that such rates are those rates paid by the ENGINEER during the preceding twelve (12) month period. The ENGINEER will be paid for actual cost incurred plus the fixed fee for profit not to exceed the maximum amounts for each Phase. In the event there are substantial changes in the plans and/or scope of work approved by the Alabama Department of Transportation, which significantly increases or decreases the work and/or responsibilities of the ENGINEER, the maximum fee may be adjusted by agreement approved by the OWNER.

If transportation is included in the Consultant Engineer's Overhead Factor, a direct charge should not be made for transportation.

LABOR RATES RANGES FOR ENGINEERING & INSPECTION PERSONNEL:

Professional Civil Engineer	\$32.00 / hr - \$54.00 / hr
Senior Project Manager	\$30.00 / hr - \$50.00 / hr
Project Manager	\$22.00 / hr - \$44.00 / hr
Senior Inspector	\$18.00 / hr - \$34.00 / hr
Level II Inspector	\$14.00 / hr - \$28.00 / hr
Level I Inspector	\$13.00 / hr - \$22.00 / hr
Professional Land Surveyor	\$28.00 / hr - \$48.00 / hr
Field Supervisor	\$22.00 / hr - \$44.00 / hr
Instrument Person	\$14.00 / hr - \$28.00 / hr
Target Person	\$13.00 / hr - \$22.00 / hr
Administrative Assistant	\$13.00 / hr - \$22.00 / hr

Current Audited Overhead Rate (2.1095)

Profit (10%)

Facilities Capitol Cost of Money (0.6400%)

Mileage @ \$0.67/mile

ARTICLE V: CONSTRUCTION COST ESTIMATE FOR PROJECT:

The estimated construction cost is in the amount of **\$483,976.76** exclusive of engineering cost.

ARTICLE VI: OWNERSHIP OF ENGINEERING DOCUMENTS:

Upon completion of the work covered by this agreement and receipt of all monies due, the ENGINEER, will deliver to the OWNER all survey notes, computations, maps, tracings, and all other documents and data pertaining to either the work or the project, which material will become the property of the OWNER. All original tracings of maps and other engineering data furnished to the CITY by the ENGINEER will bear thereon the endorsement of the ENGINEER.

ARTICLE VII: DELAYS AND EXTENSION:

In the event additional work or unavoidable delays prevent completion of the services to be performed under this agreement in the time specified in Article III, the OWNER may grant, subject to prior written approval of the State, a time extension provided written application is made by the ENGINEER within ten (10) days after the alleged delay has occurred. Any time extensions for extra work will be based on the complexity, extent and magnitude of the extra work.

ARTICLE VIII: TERMINATION OR ABANDONMENT:

The OWNER will have the absolute right to abandon the work or to amend the work or project at any time, and such action on its part will in no event be deemed a breach of contract.

As provided herein, the OWNER has the right to terminate this agreement and make settlement with the ENGINEER upon the basis of actual cost for work performed in accordance with this agreement at the time of termination, plus the percentage of profit based upon the work completed to date of termination.

In the event the Alabama Department of Transportation notifies the OWNER, at any time that the ENGINEER should cease work, the OWNER will immediately notify the ENGINEER to cease work and the ENGINEER will cease all work immediately upon notification by the CITY to cease work. No payment and no reimbursement will be made for work performed by the ENGINEER beyond a period of four (4) working days following notification by the OWNER to cease work. Any payment to the ENGINEER by the OWNER, and any reimbursement to be made to the OWNER will be for the actual cost to the ENGINEER plus the pro-rated portion of the fixed fee for profit, based on the work completed at the end of the four (4) day period. This proration will be developed by dividing the value of the work completed to date under that phase by the total value of that phase of work less profit, to arrive at a multiplier. This multiplier will then be multiplied by the total fixed fee for profit for that phase of work applicable, to arrive at a dollar value for the amount of fixed fee for profit to be paid by the OWNER.

ARTICLE IX: GENERAL COMPLIANCE WITH LAWS:

The OWNER will observe and comply with the provisions of all Federal, State, and Municipal laws and regulation as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The OWNER will procure and pay for all licenses and permits that are necessary for its performance of work.

ARTICLE X: EMPLOYMENT OF FEDERAL, STATE, COUNTY, OR CITY WORKERS:

Without the written consent of the Alabama Department of Transportation the ENGINEER will not engage, on full or part-time or other basis during the period of the agreement, any profession or technical personnel who are or have been at any time during the period of this agreement or within a period of one (1) year immediately prior thereto, in the employ of the Federal Highway Administration or the Highway Organization of any State, County, or City, except regularly retired employees, retired for a period of at least one (1) year prior to the effective date of this agreement.

ARTICLE XI. TERMS AND CONDITONS

1. If, through any cause, Engineer shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if Engineer shall violate any of the covenants, agreements, or stipulations under this Contract, Owner shall thereupon have the right to terminate this Contract by giving written notice to Engineer of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Engineer under this Contract will, at the option of Owner, become its

property and Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2. Notwithstanding the above, Engineer shall not be relieved of liability to Owner for damages sustained by Owner by virtue of any breach of the Contract by Engineer, and Owner may withhold payments to Engineer for the purpose of set-off until such time as the exact amount of damages due Owner from Engineer is determined.
3. Owner may terminate this Contract by giving at least ten days notice, in writing, to Engineer. If the Contract is terminated by Owner, as provided herein, Engineer will be paid for the time provided and expenses incurred up to the termination date.
4. Owner, may from time to time, request changes in the scope of the services of Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of Engineer's compensation, which are mutually agreed upon by and between Owner and Engineer, shall be incorporated in written amendments to this Contract.
5. Engineer represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. All of the services required hereunder will be performed by Engineer, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
6. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the State and consent of the Owner. In the event the Owner gives such consent with prior approval of the State, all the terms and conditions of this agreement will apply to and bind the party or parties to whom such work is cosigned, sublet, or transferred as fully and completely as the Engineer is hereby bound and obligated.
7. Engineer will not assign any interest on this Contract, and will not transfer any interest in the same without prior written consent of Owner thereto, provided, however, that claims for money by Engineer from Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to Owner.
8. Engineer will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These written records will be made available for audit purposes to Owner or any other authorized Representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by Owner.
9. Engineer, at such times and in such forms as Owner may require, will furnish Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
10. All of the reports, information, data, etc. prepared or assembled by Engineer under this Contract are confidential and Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
11. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of any application for copyright by or on behalf of Engineer.

12. OMIT

13. OMIT

14. Unless otherwise provided in this Contract, the ENGINEER and its agents, employees, consultants and independent contractors shall have no responsibility for the discovery, presence, handling, or removal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.
15. The agreement, upon execution by the parties hereto and after approval of the Alabama Department of Transportation, supersedes any previous agreement made between OWNER and ENGINEER of this particular project.
16. The OWNER and the ENGINEER recognize the obligation of the Alabama Department of Transportation for reimbursement to the OWNER, for work performed under this agreement will be subject to the execution of an Agreement as might be applicable to this project, between the OWNER and the Department, which agreement will contain provisions assuring that the OWNER has complied or will comply with and fulfill all obligations, requirements, notifications, and provisions of this agreement which are for the benefit or protection of the Department, and that the OWNER has obtained or will obtain all approvals and authorizations of the Department which are provided for in this Engineering Consultant Agreement, and no reimbursement payments will be due and none will be made by the Department until such Agreement as applicable is executed and complied with faithfully by the OWNER and the ENGINEER.

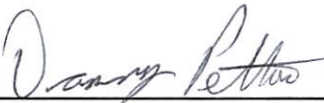
It is intended that the word State, when used in this agreement, includes the Alabama Department of Transportation.

BY ENTERING THIS AGREEMENT WITH LAUDERDAL COUNTY AND IN PERFORMING ITS SERVICES HEREUNDER, GOODWYN MILLS CAWOOD, LLC (GMC) ACKNOWLEDGES IT SHALL COMPLY WITH THE TERMS AND CONDITIONS OF THE MOST CURRENT STATEWIDE ALDOT/CE&I CONTRACT AND APPLICABLE PORTIONS THEREOF AND PERFORM ITS OBLIGATIONS TO ALDOT UNDER THAT CONTRACT. THE TERMS AND CONDITIONS OF THE ALDOT/CE&I CONTRACT THAT ARE APPLICABLE TO GMC ARE HEREBY MADE A PART OF THIS AGREEMENT BY REFERENCE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized representatives.

LAUDERDALE COUNTY, ALABAMA (OWNER)

ATTEST: (SEAL)

By: 
Honorable Danny Pettus

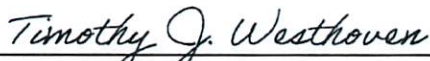


Its: County Commission Chairman



GOODWYN MILLS CAWOOD, LLC (ENGINEER)

WITNESS:

By: 
Timothy J. Westhoven, P.E.

Its: Huntsville Transportation Manager



Handwritten signature

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STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

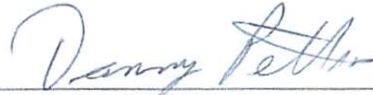
WHEREAS, the Lauderdale County Road Department has presented the Lauderdale County Commission with an updated fiscal year 2024 Rebuild Alabama County Transportation Plan and map to adopt; and

WHEREAS, the updated Rebuild Alabama map and plan reflects the anticipated paving locations for fiscal year 2024, and will replace the map that was approved on January 8th, 2024; and

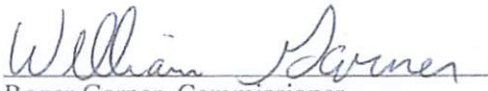
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission hereby approves adopting the new, updated Rebuild Alabama map and plan for fiscal year 2024, and any budget amendment needed is hereby authorized and approved.

Done this the 8th day of April, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

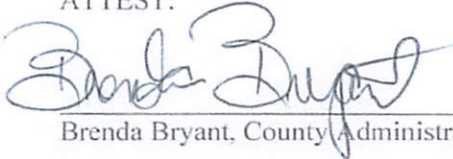


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator



FY 2024 County Transportation Plan

Lauderdale County



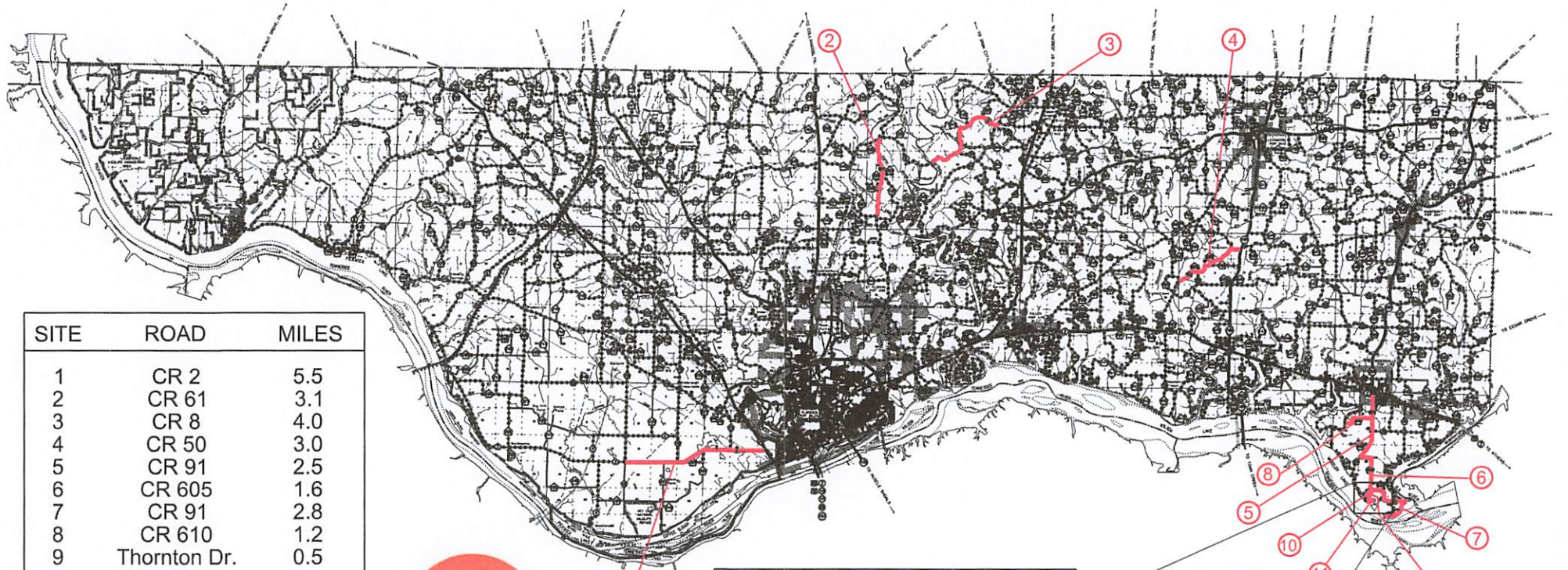
Date Approved by the Lauderdale County Commission: August 28, 2023

Date Amended by the Lauderdale County Commission: April 8, 2024

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAEFs)	CRAF Amount	FAEF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work						
Estimated Beginning Balance															\$423,011.00	\$3,063.00
Estimated Annual Revenue															\$1,300,000.00	\$400,000.00
1	RA-LCP 01-01-2024	CR 2	34.7860	87.8000	34.7926	87.7046	X		5.50	Resurfacing from CR 15 to AL 20	\$435,000.00	\$0.00	\$435,000.00	CRAF	\$435,000.00	
2	RA-LCP 01-03-2024	CR 61	34.9237	87.6298	34.9675	87.6268	X		3.10	Resurfacing from CR 224 to CR 8	\$220,000.00	\$0.00	\$220,000.00	CRAF	\$220,000.00	
3	RA-LCP 01-04-2024	CR 8	34.9542	87.5921	34.9761	87.5469	X		4.00	Resurfacing from Goose Shoals Bridge to CR 94	\$285,000.00	\$0.00	\$285,000.00	FAEF		\$285,000.00
4	RA-LCP 01-05-2024	CR 50	34.8882	87.4256	34.9053	87.3831	X		3.00	Resurfacing from CR 33 to AL 101	\$215,000.00	\$0.00	\$215,000.00	CRAF	\$215,000.00	
5	RA-LCP 01-06-2024	CR 91	34.7894	87.3031	34.8240	87.2944	X		2.50	Resurfacing from CR 605 to US 72	\$200,000.00	\$0.00	\$200,000.00	CRAF	\$200,000.00	
6	RA-LCP 01-07-2024	CR 605	34.7719	87.2965	34.7894	87.3030	X		1.60	Resurfacing from CR 91 to CR 91	\$115,000.00	\$0.00	\$115,000.00	CRAF	\$115,000.00	
7	RA-LCP 01-08-2024	CR 91	34.7718	87.2966	34.7571	87.2860	X		2.80	Resurfacing CR 605 to CR 91	\$200,000.00	\$0.00	\$200,000.00	CRAF	\$200,000.00	
8	RA-LCP 01-09-2024	CR 610	34.8086	87.3130	34.8112	87.2948	X		1.20	Resurfacing from McLean Dr. to CR 91	\$85,000.00	\$0.00	\$85,000.00	CRAF	\$85,000.00	
9	RA-LCP 1-10-2024	Thornton Dr.	34.7647	87.2968	34.7711	87.2954	X		0.50	Resurfacing from Naomi Dr. to CR 91	\$35,000.00	\$0.00	\$35,000.00	CRAF	\$35,000.00	
10	RA-LCP 1-11-2024	Reynolds Dr.	34.7668	87.2989	34.7697	87.2955	X		0.30	Resurfacing from Reynolds Dr. to Thornton Dr.	\$25,000.00	\$0.00	\$25,000.00	CRAF	\$25,000.00	
11	RA-LCP 01-12-2024	Naomi Dr.	34.7648	87.2984	34.7652	87.2924	X		0.40	Resurfacing from Naomi Dr. to Naomi Dr.	\$35,000.00	\$0.00	\$35,000.00	CRAF	\$35,000.00	
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)						24.90	Total CTP Estimated Costs	\$1,850,000.00	\$0.00	\$1,850,000.00	Total CRAF/FAEF Remaining Estimated	\$158,011.00	\$118,063.00

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

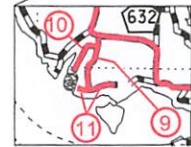
Remarks _____



SITE	ROAD	MILES
1	CR 2	5.5
2	CR 61	3.1
3	CR 8	4.0
4	CR 50	3.0
5	CR 91	2.5
6	CR 605	1.6
7	CR 91	2.8
8	CR 610	1.2
9	Thornton Dr.	0.5
10	Reynolds Dr.	0.3
11	Naomi Dr.	0.4
TOTAL		24.9



FY 2024
LAUDERDALE COUNTY
TRANSPORTATION PLAN



LA-2024-1

BID ITEM: "Various Printing Jobs"
 OPENING: Friday, April 5, 2024
 DATE MAILED: Monday, March 25, 2024

	NO RESPONSE	LOW BID	NO BID
SHERIFF - OUT OF COUNTY RECEIPT BOOKS			
Data Pro Attn: Joe Smith 2106-A West Ferry Way Huntsville, AL 35801			
Diversified Companies Attn: John Dawson 3721 Powers Court Chattanooga, TN 37416			
Herald Printing 328 N. Pine Street Florence, AL 35630			5 books #244 10 books #375.50
IMS Enterprises 3115 Northington Ct Florence, AL 35630			
Printer & Stationers 113 N Court Street Florence, AL 35630			5 books #203.45 10 books #306.55

Take price
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Lynette